



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

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Fifth District

March 21, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT FOR DEMOGRAPHIC SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached Agreement with Walter R. McDonald & Associates, Inc. (WRMA) to provide demographic estimation services. The Agreement contains a three-year term with two optional one-year renewals at an annual cost of \$97,500 for anticipated services (including for each optional renewal). The Agreement further contains an authorized, but currently unfunded, annual cap of \$97,500 for unanticipated, as-needed demographic estimates, which would be funded by the requesting County Departments. The maximum total annual cost is \$195,000.
2. Authorize the Chief Administrative Officer (CAO) to exercise the one-year options to extend the Agreement term and to exercise the Change Notice and Amendment authority described in Paragraph 8.4 (Change Notices and Amendments) of the Agreement.

PURPOSE OF RECOMMENDED ACTION

The purpose of the recommended action is to secure expert demographic estimation services for the next three to five years. Currently, the CAO's Service Integration Branch contracts for these services through an Information Technology Support Services Master Agreement (ITTSMa) solicitation process and Delegated Authority Agreement. The term of that Agreement, which has been extended several times, expires on June 30, 2006.

Many County processes and reports require demographic estimation at a very fine level of detail (Census Tract level) and cannot rely upon estimates published by the State Department of Finance, which supplies estimates at the city level. Some examples are:

- The CAO uses demographic estimates in the Proposed Budget.
- The Department of Health Services requires population estimates for their morbidity and mortality rates calculations.
- The Sheriff's Department uses these estimates to calculate crime rates.
- Department of Public Social Services uses these estimates for evaluating Performance Counts! performance measures.
- Los Angeles County Office of Education will be using estimates for their Head Start program.
- Non-profit service partners are interested in these estimates to assist in securing or providing grants.

Implementation of Strategic Plan Goals

The Agreement between the County of Los Angeles and WRMA supports Strategic Plan Goal No. 1, Service Excellence, by providing high-quality demographic estimates which enhance information provided to the public, and Goal No. 3, Organizational Effectiveness, by providing high-quality population estimates for internal County processes.

FISCAL IMPACT

The Agreement will cost \$97,500 annually for predetermined, required population and poverty estimates. This is a fixed price. There will be no cost-of-living adjustments in subsequent years. Most of the annual funding (\$70,000) is included in the CAO budget, with the remainder to be funded by the Department of Public Social Services' budget and through State grant funding allocated to the Office of Child Care in the CAO Service Integration Branch.

In addition to the predetermined, fixed price population and poverty estimates, a maximum annual amount of \$97,500 is authorized under the Agreement for unanticipated, as-needed estimations, but is not currently funded. Any such unanticipated, as-needed estimates will be funded on a case-by-case basis by the requesting County department(s). If County requests unanticipated, as-needed estimations, such estimations will be provided by WRMA at a price calculated using the following fixed price rates:

Principal Investigator \$125.00

Research Manager	\$90.00
Research Associate	\$80.00
Administrative/Report Production Staff	\$49.00

Subject to the foregoing maximum annual cap available for such estimations, Change Notices requesting unanticipated, as-needed estimations require sign off by WRMA and the CAO. The CAO is authorized to execute amendments up to ten percent over the annual expenditure cap. Any amendments over the ten percent annual cap would be brought back to your Board for authorization.

The Agreement specifies a maximum of \$195,000 annually for both predetermined, required population and poverty estimates, and unanticipated, as-needed estimates.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to 1999, the County relied upon in-house expertise to create required population and poverty estimations. The employee who performed this work retired in 1999. Subsequently, an appropriate expert consultant firm, WRMA, was selected from ITSSMA to perform these services. In October 2005, the CAO issued a Request for Proposals (RFP) to test the marketplace and to investigate whether other consultants could provide improved services or a better cost arrangement for the County. WRMA was selected through this proposal process.

Paragraph 8.4 (Change Notices and Amendments) of the Agreement delegates the authority to: 1) County's Project Director to enter into minor Change Notices and to authorize extensions of time for delivery which do not impact other terms and conditions of the Agreement; 2) the CAO to enter into Change Notices which acquire unanticipated, as-need estimations and amend the contract sum in connection therewith, in each case, subject to the maximum annual cap described above; 3) the CAO to enter into Change Notices which exercise the two one-year optional extensions and amend the contract sum in connection therewith; and 4) the CAO to enter into all other Amendments, other than Amendments which would increase the amounts payable under the Agreement by more than 10 percent of the currently authorized amounts. The Agreement includes other provisions required by your Board.

County Counsel has approved the Agreement as to form.

CONTRACTING PROCESS

An RFP was issued on October 20, 2005 soliciting proposals to provide County with population and poverty estimates for a number of age and ethnicity breakdowns at the split Census tract level. Four firms attended the Bidders Conference on October 31, 2005. Two firms submitted proposals by the due date of December 19, 2005. An evaluation committee consisting of three subject matter experts—one from CAO, one from the Department of Health Services, and one from the Department of Public Social Services—evaluated the proposals on January 11, 2006, and deemed WRMA the higher-ranked proposer of the two as well as the lower priced firm. The second-ranked proposer requested a debriefing and, subsequent to that, requested a selection review. A response was sent to them on February 13, 2006. No further communications have been received from that proposer since that date.

Negotiations with WRMA resulted in the Agreement before your Board today.

IMPACT ON CURRENT SERVICES OR PROJECTS

The proposed Agreement will ensure continuation of expert population, poverty, and other demographic estimation services.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:LS
CSS

Attachment (1)

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller



AGREEMENT

By and Between

COUNTY OF LOS ANGELES

and

Walter R. McDonald & Associates, Inc.

for

Demographic Services

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Honorable Board of Supervisors

March 21, 2006

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N COUNTY'S RFP

O CONTRACTOR'S PROPOSAL

P HEALTH AND HUMAN SERVICES PREAMBLE

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
and
Walter R. McDonald & Associates, Inc.
for
DEMOGRAPHIC SERVICES

This Agreement is made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles, hereinafter referred to as County, and Walter R. McDonald & Associates, Inc. hereinafter referred to as Contractor. Contractor is located at 2720 Gateway Oaks, Suites 250, Sacramento, CA 95833.

RECITALS

WHEREAS, Contractor is a private firm specializing in providing expert demographic data and services; and

WHEREAS, County desires to obtain expert demographic data and services for its Chief Administrative Office and, to this end, issued a Request for Proposals for Demographic Services dated October 20, 2005 (the "County's RFP"); and

WHEREAS, Contractor submitted a proposal in response to the County's RFP and desires to, and is prepared to, provide such expert demographic data and services to County; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS; INTERPRETATION

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and P attached hereto (together with all Attachments and Appendices thereto) and Exhibits N and O incorporated herein by reference (together with all Attachments and

Appendices thereto) form a part of this Agreement. This Agreement and all such Exhibits are collectively referred to as this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other Work to be provided by Contractor hereunder, or otherwise between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibits according to the following priority:

EXHIBIT A	Statement of Work
EXHIBIT B	Price Schedule
EXHIBIT C	Contractor's Proposed Schedule
EXHIBIT D	Contractor's EEO Certification
EXHIBIT E	County's Administration
EXHIBIT F	Contractor's Administration
EXHIBIT G	Forms Required at the Time of Agreement Execution
EXHIBIT H	Attestation of Willingness to Consider GAIN/GROW Participants
EXHIBIT I	Jury Service Ordinance
EXHIBIT J	Safely Surrendered Baby Law
EXHIBIT K	<i>Left Blank Intentionally</i>
EXHIBIT L	Local Small Business Enterprise Preference Program
EXHIBIT M	Contractor Discrepancy Report
EXHIBIT N	County's RFP
EXHIBIT O	Contractor's Proposal
EXHIBIT P	Health and Human Services Preamble

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts and/or agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 In construing the terms of this Agreement, the following rules shall apply:

- A. Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or

necessary pursuant to the context of the word or phrase in question.

- B. Examples provided by using words and phrases such as "including" or "e.g." shall not be construed as limiting the term clarified thereby. For example, "including" shall be construed as "including, but not limited to."
- C. References in this Agreement to federal, state, and/or local statutes, codes, rules and/or regulations mean such statutes, codes, rules and/or regulations as amended from time to time.

2.0 DEFINITIONS

Capitalized terms defined in any provision of this Agreement (including in the Exhibits) are used herein as so defined. Additionally, the following words as used herein shall be construed to have the following meaning:

- 2.1 **Contractor Project Manager:** The individual designated by the Contractor on Exhibit F – Contractor's Administration under the heading "Contractor Project Manager" or as otherwise designated pursuant to Paragraph 7 – Administration of Agreement – Contractor. Contractor Project Manager shall have the duties assigned to such person under this Agreement, including to generally administer this Agreement's operations after award of this Agreement.
- 2.2 **Contract Sum:** \$292,500.00 in the aggregate for the Initial Term, a breakdown of which is set forth on *Exhibit B - Price Schedule*.
- 2.3 **County Contract Project Monitor:** The individual designated by the County on *Exhibit E – County's Administration* under the heading "County Contract Project Monitor", or as otherwise designated pursuant to Paragraph 6 - Administration of Agreement – County. County Contract Project Monitor shall have the duties assigned to such person under this Agreement, including to oversee the day to day activities of this Agreement.
- 2.4 **County Data:** County's population data collected in connection with the census for the year 2000, which data includes data regarding the age, race, ethnicity and gender of County's residents.
- 2.5 **County Project Director:** The individual designated by the County on *Exhibit E – County's Administration* under the heading "County Project Director", or as otherwise designated pursuant to Paragraph 6 - Administration of Agreement – County. County Project Director shall have the duties assigned to such person under this Agreement, including to

attend to contractual or administrative matters relating to this Agreement that cannot be resolved by the County Project Manager.

- 2.6 **County Project Manager:** The individual designated by the County on *Exhibit E – County's Administration* under the heading "County Project Manager", or as otherwise directed pursuant to Paragraph 6 - Administration of Agreement – County. County Project Manager shall have the duties assigned to such person under this Agreement, including to manage the operations under this Agreement and to inspect any and all tasks, deliverables, goods, services and other Work provided by the Contractor hereunder.
- 2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Payment Allocation Sheet:** An Excel spreadsheet provided by County Project Director to Contractor, which spreadsheet provides rows identifying tasks, subtasks, deliverables or other Work to be provided by Contractor hereunder and columns specifying the County's Departments applicable to such tasks, subtasks, deliverables or other Work.
- 2.9 **Professional Services:** Contractor's services other than those contemplated by Section II (Fixed Price Deliverables) of *Exhibit A – Statement of Work*, which may include, by way of example, population estimates and reports other than those specifically set forth in Section II (Fixed Price Deliverables) of *Exhibit A – Statement of Work*. Professional Services shall be requested by County and provided by Contractor in accordance with Paragraph 3.2.
- 2.10 **Work:** All tasks, deliverables, goods, services and other Work provided by the Contractor hereunder, including under *Exhibit A - Statement of Work* and Professional Services, if any.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all Work as set forth in the *Exhibit A - Statement of Work* (it being understood that unless and until County's Chief Administrative Officer elects to extend the term of this Agreement for an Option Term, Contractor is not obligated to perform, complete and deliver the Work set forth in *Exhibit A – Statement of Work* with respect to such Option Term, but upon such election, Contractor shall be so obligated).

- 3.2 As of the effective date of this Agreement, County has not earmarked funding for any Professional Services under this Agreement and County is not obligated to earmark any funding. In the event that from time to time during the term of this Agreement, Assistant Division Chief of County's Chief Administrative Office's Urban Research Unit determines, in his/her sole discretion, that there is sufficient funding for certain Professional Services hereunder, then, subject to Paragraph 8.4 - Change Notices and Amendments and the remainder of this Paragraph 3.2, upon the written request of County Project Director, Contractor shall provide such Professional Services to County. This Paragraph 3.2 sets forth certain procedures applicable to each County request for Professional Services.
- A. Notwithstanding the introductory paragraph of this Paragraph 3.2, with respect to each year of the term of this Agreement, the Professional Services requested by the County and provided by Contractor under this Paragraph 3.2 shall be limited for such year to an aggregate fixed price equal to one hundred percent (100%) of the portion of the Contract Sum allocable to such year (as such portion is set forth for each year on *Exhibit B – Price and Payment Schedule*, the "Annual Professional Services Cap").
 - B. *Exhibit B – Price and Payment Schedule* additionally sets forth Contractor's hourly rates for Professional Services (by staff level), which rates shall be applicable for the term of the Agreement. The parties agree that Professional Services will be provided on a fixed price basis computed using the applicable of such hourly rates.
 - C. Provided that each request for Professional Services otherwise complies with this Paragraph 3.2 (including with respect to the yearly spending limit described in clause (A) of this Paragraph 3.2), such request shall be treated by the parties as a change requiring the execution of a Change Notice pursuant to Paragraph 8.4.2.
 - D. Upon County Project Director's request for Professional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Notice containing, at a minimum: 1) a description of the Professional Services to be performed under such Change Notice; 2) an identification of the level of staff required to complete such Professional Services; 3) a statement of Contractor's fixed price for such Professional Services calculated at the applicable hourly rate set forth on *Exhibit B – Price and Payment Schedule*; and 4) a certification that, with respect to the year of the term of this Agreement during which such Professional Services will be provided, after giving effect to the fixed price for such

Professional Services, the aggregate fixed price for all Professional Services to be performed during such year does not exceed the Annual Professional Services Cap for such year. Contractor's offer contained any proposed Change Notice is irrevocable for one hundred twenty (120) days from submission thereof.

- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.4 All tasks, deliverables, goods, services and other Work provided by Contractor hereunder must have the written approval of County Project Director. County Project Director shall endeavor reasonably to either approve such Work or notify Contractor, in writing, of County Project Director's disapproval thereof, within sixty (60) days of Contractor's submission of such Work. In no event shall County be liable or responsible for any payment prior to such written approval.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term").
- 4.2 The County shall have the option to extend the term of this Agreement for up to two (2) additional one-year periods (each, an "Option Term"). As of the effective date of this Agreement, no Option Term is funded and County is not obligated to fund any such Option Term. With respect to each Option Term, upon the making the determination that funding is available for such Option Term, County's Chief Administrative Officer may, in the sole discretion of County's Chief Administrative Officer, exercise such Option Term by notifying Contractor and County's Board of Supervisors in writing at least thirty (30) days prior to the expiration of the Initial Term or then current Option Term, as the case may be.
- 4.3 Contractor shall notify County's Chief Administrative Office when this Agreement is within six (6) months from the expiration of the Initial Term or then current Option Term, as the case may be, as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Chief Administrative Office at the address herein provided in *Exhibit E - County's Administration*.

5.0 COMPENSATION

- 5.1 The Contract Sum is the total monetary amount payable by County to Contractor hereunder during the Initial Term of this Agreement for the Work described in Section II (Fixed Price Deliverables) of *Exhibit A – Statement of Work*. The Contract Sum shall not be adjusted for any of Contractor's costs, fees or expenses (including child care fees) whatsoever. The Contract Sum may be increased from time to time by one or more Change Notices entered into from time to time in accordance with Paragraph 8.4.2 and/or 8.4.3.
- 5.2 *Exhibit B – Price Schedule* sets forth the maximum portion of the Contract Sum payable to Contractor for Work associated with each deliverable listed in Section II (Fixed Price Deliverables) of *Exhibit A - Statement of Work* for each year during the Initial Term upon Contractor's completion thereof in accordance with the terms of this Agreement and County's approval thereof in accordance with Paragraph 3 - Work. Without limiting Paragraph 4.2, *Exhibit B – Price Schedule* additionally sets forth Contractor's maximum fixed price proposal with respect to each deliverable listed in Section II (Fixed Price Deliverables) of *Exhibit A – Statement of Work* for each Option Term, which maximum fixed price proposal is irrevocable for the term of this Agreement.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract Sum authorized under this Agreement. Upon occurrence of this event, Contractor shall send written notification to County's Chief Administrative Office at the address herein provided in *Exhibit E - County's Administration*.
- 5.4 If, in the judgment of County Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, or his/her designee, at his/her option, in addition to other remedies provided herein, may withhold from any amounts payable to Contractor hereunder the entire amount of any such payment or deduct pro rata from the Contractor's invoice for Work not performed. In the event that County Project Director from time to time withholds any such amounts, County Project Director shall notify Contractor, in writing, of the Work not performed and the amount to be withheld or deducted from payments to the Contractor, as well as of the reasons for said action.
- 5.5 Contractor shall invoice County for all Work provided hereunder in accordance with the procedures set forth in this Paragraph 5.5. Contractor shall only invoice County for Work which has been approved by County in

accordance with Paragraph 3 - Work. All invoices shall be subject to County Project Director's approval. County Project Director shall either approve each invoice for payment, or notify Contractor, in writing, of County Project Director's disapproval thereof within sixty (60) days of receipt of such invoice.

Additionally, each invoice shall:

- A. Allocate the payment requested as required pursuant to the then-current Payment Allocation Sheet.
- B. Indicate the tasks, subtasks, deliverables, goods, services, or other Work for which payment is claimed.
- C. Attach evidence of County approval in accordance with Paragraph 3 – Work of the task, subtasks, deliverables, goods, services or other Work for which payment is claimed.
- D. If the invoice is for Professional Services, indicate the available Annual Professional Services Cap (both before and after giving effect to the Professional Services for which payment is requested).
- E. Indicate any applicable withhold amount for payments claimed or reversals thereof.
- F. Indicate of any applicable credits due County under the terms of this Agreement or reversals thereof.
- G. Include any other information required by County Project Director.

County Project Director may update the Payment Allocation Sheet from time to time by delivering to Contractor Project Manager by electronic transmission (to the electronic mail address listed for Contractor Project Manager on *Exhibit F – Contractor's Administration*). Contractor Project Manager must use an updated Payment Allocation Sheet for any invoice submitted after County Project Director's delivery of such updated Payment Allocation Sheet until County Project Director delivers a further updated Payment Allocation Sheet.

- 5.6 County Project Director or County Project Director's designee shall review all invoices for any discrepancies and issue a Contractor Discrepancy Report, a form of which is attached hereto as *Exhibit M – Contractor Discrepancy Report*, to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) days of receipt of the Contractor Discrepancy Report from County Project Director. If County Project Director does not receive a written response within ten (10) days of County's notice to Contractor of an Contractor Discrepancy Report, then County payment will be made, less the disputed charges.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown in such *Exhibit*.

6.1 County's Project Director

Responsibilities of the County Project Director, include:

- ensuring that the objectives of this Agreement are met;
- making changes in the terms and conditions of this Agreement in accordance with Paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County Project Manager include:

- meeting with Contractor Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other Work provided by or on behalf of Contractor.

The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County Contract Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Contract Project Monitor reports to the County Project Manager. The Contract Project Monitor is not authorized to make any changes in any of the terms and conditions of this

Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor Project Manager is designated in *Exhibit F*. Without limiting Paragraph 7.2, Approval of Contractor's Staff, the Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall meet with County Project Manager and Contract Project Monitor as frequently as requested by County Project Manager and Contract Project Monitor.

7.1.3 Contractor Project Manager shall provide written project status reports to County Project Manager and Contract Project Monitor as frequently as requested by County Project Manager and Contract Project Monitor.

7.2 Approval of Contractor's Staff; Qualifications

County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including Contractor Project Manager. Contractor shall endeavor to assure continuity during the term of the Agreement of Contractor personnel performing key functions under this Agreement, including Contractor Project Manager. Any substitute Contractor Project Manager shall have at least the minimum qualifications required for such person under *Exhibit N – County's RFP*.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and

Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from this Agreement
- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on this Agreement.

7.4 Background and Security Investigations

All Contractor staff performing Work under this Agreement may undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to Work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.5 Confidentiality

- 7.5.1 Without limiting any other provision of this Paragraph 7.5, the Contractor shall maintain, and shall cause its directors, officers, employees, agents and subcontractors to maintain, the confidentiality of all data, records and information (including County Data), events or circumstances which occur during the course of Contractor's performance under this Agreement (referred to in this Paragraph 7.5 as "Confidential Information"), in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure

for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement," Exhibit G1.*

Further, the Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the *"Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement," Exhibit G2.* Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.

- 7.5.2 Without limiting any other provision of this Paragraph 7.5, with respect to any Confidential Information obtained by Contractor, Contractor shall: (a) not use any such data, records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (b) promptly transmit to County all requests for disclosure of any such data, records or information; and (c) not disclose, except as otherwise specifically permitted by this Agreement, any such data, records or information to any person or entity other than County without County's prior written authorization.
- 7.5.3 Without limiting any other provision of this Paragraph 7.5, in the event Contractor receives any court or administrative agency order for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted

assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County as follows:

- 8.2.1 The person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 8.2.2 No consent or authorization is required on behalf of any person or entity in order for Contractor to execute and deliver this Agreement and to perform the Work hereunder.

8.2.3 Contractor's performance of the Work will not violate any material contract or agreement of Contractor, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

8.2.4 All Work shall be performed in a timely and professional manner by qualified personnel.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts/agreements, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services provided by the Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in this Agreement.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, aggregate amounts payable hereunder or individual payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Project Director.

8.4.2 With respect to any year during the term of this Agreement, Change Notices for Professional Services utilizing available Annual Professional Services Cap for such year shall be signed by the Contractor, County Project Director and the Assistant Division Chief of County's Chief Administrative Office's Urban Research Unit. Each such Change Notice additionally shall amend the definition of "Contract Sum" to include the payments required for the Professional Services to be performed pursuant to such Change Notice, which additional payments shall not exceed the then available Annual Professional Services Cap for such year.

8.4.3 In connection with the exercise of an Option Term, a Change Notice shall be prepared and executed by the Contractor and by County's Chief Administrative Officer in order to amend the definition of

"Contract Sum" to reflect the additional payments required for Work to be performed during such Option Term, which additional payments shall not exceed the amounts set forth on *Exhibit B – Price and Payment Schedule* for such Option Term.

- 8.4.4 Without limiting Paragraph 8.4.3, for any change which affects the scope of Work, term, aggregate amounts payable hereunder or individual payments, an Amendment shall be prepared and executed by the Contractor and by the County's Chief Administrative Officer or his/her designee, provided that any Amendment (or series of related Amendments) increasing the amounts payable hereunder by more than ten percent (10%) of the Contract Sum shall be executed by the Contractor and by County's Board of Supervisors.
- 8.4.5 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to this Agreement shall be prepared and executed by the Contractor and by County Project Director.
- 8.4.6 The County Project Director may authorize extensions of the time by which one or more items of Work is required to be delivered hereunder. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Change Notice to this Agreement shall be prepared and executed by the Contractor and by County Project Director.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within thirty (30) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County Indemnitees (as defined below) from and against any and all liability, damages, costs, and expenses, including defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Agreement.

8.8.2 Written Employee Jury Service Policy.

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8.2.2, "contractor" means a person, partnership, corporation or other entity which has a contract/agreement with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts/agreements or subcontracts. "Employee" means any California resident who is a full time employee of a contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) a contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service

Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 8.8. The provisions of this Paragraph 8.8 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such subcontract agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Paragraph 8.8 of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts/agreements for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any

way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR REEMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform under its contract or agreement with County. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated any term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County's Chief Administrative Office will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and County's Chief Administrative Office shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the

Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.7 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The

County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through purchase order or contract/agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County Indemnitees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Agreement.

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract/Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County Indemnitees from any and all liability, including wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including the Federal Fair Labor Standards Act, for Work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing Work pursuant to this Agreement are for all purposes, including Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries

arising from or connected with any Work performed by or on behalf of the Contractor pursuant to this Agreement.

- 8.22.4 As previously instructed in Paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*," *Exhibit G1*. The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the "*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*," *Exhibit G2*.

8.23 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their respective elected and appointed officers, employees, and agents (referred to in this Paragraph 8.23 as "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.23 – Indemnification shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

- 8.24.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Lisa Rizzo
Chief Administrative Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

prior to commencing Work under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the

Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims, or Suits -- Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other State, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 LIQUIDATED DAMAGES

8.26.1 Failed, delayed, and/or improper performance by Contractor as described in this Paragraph 8.26 will cause damages to County which are uncertain and would be impractical or difficult to ascertain. Accordingly, in the event of any such failed, delayed and/or improper performance, County may assess and, if assessed Contractor promises to pay County, the amounts described in this Paragraph 8.26 as liquidated and agreed damages, and not as penalties. The liquidated damages set forth in this Paragraph 8.26 represent fair and reasonable compensation for County damages, in conformity with California Civil Code Section 1671, incurred in case of failed, delayed, or improper Contractor performance.

8.26.2 If Contractor fails to complete and deliver any Work by the due dates specified therefor in *Exhibit A – Statement of Work* or *Exhibit C – Contractor's Proposed Schedule*, County Project Director may

assess liquidated damages as provided in this Paragraph 8.26.2. The parties agree that under the current circumstances a reasonable estimate of the damage to County under such circumstances is One Hundred Dollars (\$100) per day per infraction (up to a maximum of Five Hundred Dollars (\$500) per infraction) until such Work is completed and delivered.

- 8.26.3 Upon giving five (5) days notice to the Contractor for failure to correct any deficiency described above, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.4 Any damages assessed under this Paragraph 8.26 shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County's Chief Administrative Officer, or designee, deducted from any amounts due to the Contractor by the County, whether under this Agreement or otherwise.
- 8.26.5 The damages assessed pursuant to this Paragraph 8.26 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.
- 8.26.6 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law, contract or equity or in any manner; restrict or limit the County's right to terminate this Agreement as agreed to herein. If County elects to terminate this Agreement pursuant to Paragraph 45 – Termination for Default, then County shall be entitled to recover its actual damages caused by Contractor's failure to perform its obligations under this Agreement.
- 8.26.7 Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.23 - Indemnification.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Agreement or under any project, program, or activity supported by this Agreement.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the antidiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.28.8 The parties agree that in the event the Contractor violates any of the antidiscrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County's Chief Administrative Office from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day of obtaining such knowledge, give notice thereof, including all relevant information with respect thereto, to the other party- (each a "Notice of Delay"). Each Notice of Delay by Contractor, if timely filed, shall be treated as a request by Contractor for a Change Notice or an Amendment to this Agreement, as applicable pursuant to Paragraph 8.4 – Change

Notices and Amendments. In the event Contractor fails to timely file a Notice of Delay as set forth in this Paragraph 8.30, Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (i) claiming that Contractor is entitled to receive any additional payments from County hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 8.30 shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

8.31 DISPUTE RESOLUTION

- 8.31.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 8.31. Time is of the essence in the resolution of disputes.
- 8.31.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance by either party which County, in its sole discretion, determines should be delayed as a result of such dispute.
- 8.31.3 If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for any costs incurred by County as a result of Contractor's failure to continue to so perform, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.
- 8.31.4 If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse

Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 8.31.5 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to Contractor Project Manager and the County Project Director for the purpose of endeavoring to resolve such dispute.
- 8.31.6 In the event that such persons are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and County's Chief Administrative Officer. These persons shall have ten (10) days to attempt to resolve the dispute.
- 8.31.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 8.31.8 At each of the levels described in this Paragraph 8.31, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.9 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 8.44 – Termination for Convenience, Paragraph 8.45 – Termination for Default, Paragraph 8.46 – Termination for Improper Consideration, Paragraph 8.47 – Termination for Insolvency, or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 7.5 – Confidentiality; Use of County Name and 8.35 Ownership of Data/Materials shall not be subject to the procedures set forth in this Paragraph 8.31. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit J* of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt, mailed by first-class registered or certified mail, postage prepaid, or sent by facsimile or electronic mail (followed up by first-class registered or certified mail, postage prepaid) addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Notwithstanding the foregoing, updated Payment Allocation Sheets may be delivered as specified in Paragraph 5.5. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County's Chief Administrative Office shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.35 OWNERSHIP OF DATA/MATERIALS

8.35.1 County shall be the sole owner of all rights; titles and interests, and all compilations of data (including the County Data), materials, plans, reports, acceptance test criteria and plans, acceptance test plans, departmental procedures and processes, deliverables, and other information that have been prepared, developed, or maintained by the Contractor pursuant to this Agreement, together with any and all copyrights, patent rights, trade secret rights and other proprietary rights therein (collectively, "County Materials"). Contractor hereby assigns and transfers to County, and County hereby accepts, all Contractor's right, title, and interest in and to all such County Materials developed under this Agreement. Upon

request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title, and interest in and to the County Materials, including all copyrights, patents, and trade secret rights. Contractor shall protect the security of and keep confidential all County Materials obtained or developed under this Agreement. Further, Contractor shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including, but not limited to, fire and theft.

- 8.35.2 The County shall be sole owner of all rights, titles, and interests in any and all materials (e.g., computer hardware and software, data files, etc.) aside from routine office supplies (e.g. paper or pens) provided by the County or purchased by the Contractor with County funds, pursuant to this Contract.

8.36 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

- 8.36.1 Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all liability, damages, costs, and expenses, including defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 8.36.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

8.36.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

8.37 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.38 PUBLIC RECORDS ACT

8.38.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.39 -- Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County Indemnites from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 PUBLICITY

8.39.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.39 shall apply.

8.40 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to

examine, audit, excerpt, copy, or transcribe such material at such other location.

8.40.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.40.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.41 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.40.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Contractor regarding the Work performed under this Agreement, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.41 RECYCLED BOND PAPER

Consistent with County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.42 SUBCONTRACTING

- 8.42.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.42.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request for County's review and approval:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.42.3 The Contractor shall indemnify and hold the County Indemnitees harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.42.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.42.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.42.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.42.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.42.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved

subcontractor. The Contractor shall ensure delivery of all such documents to:

Lisa Rizzo
Chief Administrative Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

before any subcontractor employee may perform any work hereunder.

8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Agreement pursuant to Paragraph 8.44 - Termination for Default.

8.44 TERMINATION FOR CONVENIENCE

8.44.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.44.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the Work as shall not have been terminated by such notice.

- 8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 8.39, Record Retention & Inspection/Audit Settlement.

8.45 TERMINATION FOR DEFAULT

- 8.45.1 The County may, by written notice to the Contractor, immediately terminate the whole or any part of this Agreement, if, in the judgment of County Project Director:
- Contractor has materially breached this Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required either under this Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.45.2 In the event that the County terminates this Agreement in whole or in part as provided in Paragraph 8.45.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph 8.45.
- 8.45.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.45.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond

the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.45.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.45.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.45, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.45, or that the default was excusable under the provisions of Paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.44 - Termination for Convenience.

8.45.5 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 TERMINATION FOR IMPROPER CONSIDERATION

8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.46.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

- 8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY

- 8.47.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- 8.47.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.47.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- 8.47.1.3 The appointment of a receiver or trustee for the Contractor; or

- 8.47.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.47.2 The rights and remedies of the County provided in this Paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.48 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.49 EFFECT OF TERMINATION

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 8.43 – Termination for Breach of Warranty to Maintain Child Support Compliance, Paragraph 8.44 – Termination for Convenience, Paragraph 8.45 – Termination for Default, Paragraph 8.46 – Termination for Improper Consideration, Paragraph 8.47 – Termination for Insolvency, or Paragraph 8.48 – Termination for Non-Adherence of County Lobbyist Ordinance, then:

- 8.49.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in the notice of termination, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, and (c) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.49.2 unless County has terminated the Agreement pursuant to Paragraph 8.44 – Termination for Convenience, County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services;
- 8.49.3 Contractor shall promptly return to County any and all of County's Confidential Information, including County Data and County Materials, that relates to that portion of the Agreement or Work terminated by County; and
- 8.49.4 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future Fiscal Years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.51 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.52 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 HEADINGS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

8.54 WARRANTY AGAINST CONTINGENT FEES

8.54.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract/agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.54.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.55 COUNTY'S HEALTH AND HUMAN SERVICES PREAMBLE

Contractor acknowledges County's Health and Human Services Preamble attached hereto as Exhibit P (Health and Human Services Preamble).

* * *

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

Walter R. McDonald & Associates Inc.

By _____
Name: Walter R. McDonald
Title: President

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

JOANNE STURGES
Acting Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____

Amanda M.L. Drukker
Associate County Counsel

STATEMENT OF WORK

- I. General. The fundamental task is to produce population estimates at the split-Census Tract level including two gender, six race/ethnic, and about 25 age categories.
 - A. Provide aggregation of the data to larger geographic units, or subsets of geographic units. The County will supply correspondence tables as necessary, e.g., between split-Census Tract and Service Planning Areas (SPA), Sheriff substations, or other larger geographic aggregations, etc.
 - B. Provide modifications of the age groupings. For example, while the Department of Health Services (DHS) needs data in <1, 1-4, 5-9, 10-14 age brackets, the Office of Child Care (OCC) requires the data in 0-2, 2-6, 6-12 age brackets. Therefore, the population model may need to compute population estimates in one-year age groups, and re-aggregate these into the deliverable.
 - II. Fixed Price Tasks/Deliverables. County expects that during each year of the term of this Agreement, Contractor shall provide the following fixed-price Deliverables:
 - A. Task/Deliverable 1: Workplan. Provide a workplan and timeline for delivery of Task/Deliverables 2, 3, 4 and 5.
 - B. Task/Deliverable 2: Smoothing. Provide a plan for transitioning from the current population County estimation time series to the proposed estimates, including an evaluation of differences, possibly including a re-computation of proposed data for 2001, 2002, 2003, and 2004, a statement of what significant differences there might be, a smoothing plan if significant differences are found, and execute whatever smoothing may be needed. The intention is to reduce stepwise jumps in rates that the County has calculated from previous population estimates that may be artifacts of changes in the population estimates. Depending on what significant differences are found, smoothing may or may not be needed. Contractor's price assumes smoothing will be needed.
 - C. Task/Deliverable 3: Population Estimation.
 1. Provide population estimates by age, race/ethnicity, and gender by Tract-City for July 2006 using Census 2000 data as the base and developing a new estimation model with administrative records and data. The administrative records supplied by the County are summarized by Split CT00 and are expected to be housing units, samples of licensed drivers, samples of registered voters, births, and deaths. Please note that the estimates of County population must be adjusted to match to the
-

California Department of Finance (DOF) estimated total population for the County each year.

- a. The required age groupings (inclusive years) are: <1, 1-4, 5-9, 10-14, 15-17, 18-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70-74, 75-79, 80-84, 85-89, 90-94, 95-99, 100+.
 - b. The required race/ethnic categories are: White non-Hispanic (W), Black or African-American (B), American Indian or Alaskan Native non-Hispanic (I), Asian non-Hispanic (A), Pacific Islander or Hawaiian non-Hispanic (P), and Hispanic (H). Persons in other race/ethnic categories are to be distributed into the above six mutually exclusive categories.
2. The Contractor may ask that other data be supplied if the Contractor's model requires or would improve by having additional data, but the County cannot guarantee the supply of State or Federal data, e.g., California Department of Motor Vehicles (DMV) records or Federal Internal Revenue Service (IRS) records.
 3. The Contractor may supply other data, if available, at the required level of aggregation (preferably CT00). The County-furnished data shall be supplied to the vendor in Excel, SAS, or fixed-format tables, and the model output tables shall be returned to the County in Excel, SAS, or fixed-format tables.
 4. Provide data dictionary, methodology and model dataflow documents, and deliver data documentation. The documentation shall be in Word or PDF format.

D. Task/Deliverable 4: Poverty Estimation.

1. Provide poverty (100 percent, 200 percent) estimates of the number of persons by age group (as in Task 1), race/ethnicity, and gender by Tract-City for July 2005 using Census 2000 Summary File 3 (SF3) poverty, Current Population Survey (CPS), and other data input (to be specified by the Contractor). The Poverty estimates must be consistent with the Population (Task/Deliverable 3) Estimates.
2. Provide data dictionary and methodology document.

E. Task/Deliverable 5: Other Estimates.

1. Estimates for CAO SIB Office of Child Care.
 - a. Estimate the number of children in 0-2, 2-5, 6-10, 11-12 age groups in families with a single working parent, or two working parents, reported by CT00, and separately reported by Zip Code.
-

- b. Estimate the number of children in 0-2, 2-5, 6-10, 11-12 age groups in families with one working parent, or two working parents, reported by CT00, and reported separately by Zip Code with incomes at or below 75 percent of the median income for the State of California (family size median table to the supplied by the County).
 - c. Estimate the number of children in 0-2, 2-5, 6-10, 11-12 age groups in families with one working parent, or two working parents, reported by CT00, and reported by separately by Zip Code with incomes at 100 percent and 200 percent of the 2005 Federal poverty level.
 - d. Child population for 0-5 broken by one year age cohorts (0-1, 1-2, etc.) by CT00 and separately by Zip Code.
 - e. Child population for 0-5 broken by one year age cohorts (0-1, 1-2, etc.) by 100 percent and 200 percent of the 2005 Federal poverty level by CT00 and separately by Zip Code.
2. Population Estimates for CAO Budget and Operations Management Branch. Provide County, Supervisorial District, Unincorporated, and 88 City estimated populations as of January 1, with a due date of January 15 for each year of the term of this Agreement. Here the problem is to estimate the population of Incorporated Cities and Unincorporated County Areas and have it ready at the due date. The County will provide Tract-City-to-Supervisorial District correspondence tables; note that this differs from the other estimates, which are as of July 1 of the given year.
3. Department of Public Social Services Estimates. Provide these estimates at the County level. The vendor should be aware that rules for eligibility change during the reporting period and allow time to learn about such changes.
- a. Estimated annual number of families with children (under 18) in Los Angeles County living below the poverty level.
 - b. Estimated annual number of households and families in Los Angeles County potentially eligible for Food Stamps (2005).
 - c. Estimated annual number of medically uninsured children (less than 18) in Los Angeles County potentially eligible for Medi-Cal (2005).
 - d. Estimated annual number of medically uninsured adults (18-64 years of age) in Los Angeles County potentially eligible for Medi-Cal (2005).
 - e. Medically uninsured population estimates for tract-city splits by the two age groups (<18, 18-64), race/ethnicity, gender, and 100 percent Federal poverty level for July 2005.
-

III. Hourly-Rate Professional Services. As requested from time to time under and in accordance with Paragraph 3.2 of the body of this Agreement. Contractor shall provide the following Professional Services (as defined in the body of this Agreement):

- A. On an as-needed basis, provide projections into the future, or recomputation of past years in the light of new data or current estimates. Some tasks may be special tabulations of the Census data, or estimates of populations not specified in the Census.
- B. Additional tasks may be required during the term of this Agreement that are not specifically stated in the Statement of Work. The Contractor must have the ability to add additional resources, as necessary. Examples of unscheduled work in the past include the following:
 - 1. Registrar-Recorder – Design a special tabulation of Census data counting only citizens >18 years of age to report CT00s requiring multilingual ballot materials, specifying which languages(s) and near-miss candidate CT00s.
 - 2. Registrar-Recorder – Negotiate with the United States Census Bureau to produce the special tabulation above; cost was estimated to be \$5,000 and estimated time is four (4) months.
 - 3. Superior Court – Design a special tabulation of Census data counting only citizens >18 years of age to report CT00s by ethnicity.
 - 4. Community Development Commission – Prepare geographic database for population, poverty population, and overcrowded population for use in Housing Urban Development (HUD) Community Development Block Grant (CDBG eligibility determination).
 - 5. Community and Senior Citizens: Ad hoc reports for the Older Adults and Adults with Disabilities project for the implementation of the Long-Term Care Strategic Plan.
 - 6. Department of Health Services and Sheriff's Department – Prepare a report explaining the State of California's Race/Ethnic coding into Urban Research (UR) estimates, a report explaining the differences between the existing Department of Justice (DOJ), inclusive, exclusive, and Census Bureau codings.

Other tasks and/or demographic data-related services may be required during the course of the term of this Agreement.

Exhibit B**Price Sheet**

Deliverable	Description	Price	
1	Workplan	Year 1:	\$5,000.00
		Year 2:	\$5,000.00
		Year 3:	\$5,000.00
		Option Year 1:	\$5,000.00
		Option Year 2:	\$5,000.00
2	Smoothing	Year 1:	\$5,000.00
		Year 2:	\$5,000.00
		Year 3:	\$5,000.00
		Option Year 1:	\$5,000.00
		Option Year 2:	\$5,000.00
3	Population Estimation	Year 1:	\$50,000.00
		Year 2:	\$50,000.00
		Year 3:	\$50,000.00
		Option Year 1:	\$50,000.00
		Option Year 2:	\$50,000.00
4	Poverty Estimation	Year 1:	\$10,000.00
		Year 2:	\$10,000.00
		Year 3:	\$10,000.00
		Option Year 1:	\$10,000.00
		Option Year 2:	\$10,000.00
1-4	TOTAL COST (not to exceed annually)	Year 1:	\$70,000.00
		Year 2:	\$70,000.00
		Year 3:	\$70,000.00
		Option Year 1:	\$70,000.00
		Option Year 2:	\$70,000.00
5.1	Office of Child Care	Year 1:	\$7,500.00
		Year 2:	\$7,500.00
		Year 3:	\$7,500.00
		Option Year 1:	\$7,500.00
		Option Year 2:	\$7,500.00
5.2	Chief Administrative Office Budget and Operations	Year 1:	\$5,000.00
		Year 2:	\$5,000.00
		Year 3:	\$5,000.00
		Option Year 1:	\$5,000.00
		Option Year 2:	\$5,000.00

Deliverable	Description	Price
5.3	Department of Public Social Services	Year 1: \$15,000.00 Year 2: \$15,000.00 Year 3: \$15,000.00 Option Year 1: \$15,000.00 Option Year 2: \$15,000.00
1-5	TOTAL CONTRACT SUM:	Year 1: \$97,500.00 Year 2: \$97,500.00 Year 3: \$97,500.00 Option Year 1: \$97,500.00 Option Year 2: \$97,500.00
Professional Services (as-needed, additional, other tasks)	TOTAL ANNUAL MAXIMUM AMOUNT = \$97,500	Hourly rate: Principal Investigator \$125.00 Research Manager \$90.00 Research Associate \$80.00 Research Associate \$80.00 Administrative/Report Production Staff \$49.00

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

***FOR EACH YEAR OF THE TERM OF THIS AGREEMENT, TO
BE DELIVERED AS THE DELIVERABLE 1 UNDER EXHIBIT B,
STATEMENT OF WORK***

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Lari Sheehan
Title: Assistant Administrative Officer
Address: 222 S. Hill Street, 5th Floor
Los Angeles, CA 90012
Telephone: (213) 893-2477
Facsimile: (213) 229-2738
E-Mail Address: lsheehan@cao.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Constance S. Sullivan
Title: Assistance Division Chief
Address: 222 S. Hill Street, 5th Floor
Los Angeles, CA 90012
Telephone: (213) 974-5121
Facsimile: (213) 620-7131
E-Mail Address: csullivan@cao.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Peter Fonda-Bonardi
Title: Information Systems Specialist I
Address: 222 S. Hill Street, 5th Floor
Los Angeles, CA 90012
Telephone: (213) 974-5612
Facsimile: (213) 620-7131
E-Mail Address: pfondabo@cao.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Walter R. McDonald & Associates, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: John Hedderson, Ph. D.
Title: Principal Investigator
Address: 2720 Gateway Oaks, Suites 250
Sacramento, CA 95833
Telephone: (916) 239-4020, ext. 237
Facsimile: (916) 239-4021
E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Walter R. McDonald
Title: President
Address: 2720 Gateway Oaks, Suites 250
Sacramento, CA 95833
Telephone: (916) 239-4020
Facsimile: (916) 239-4021
E-Mail Address:

Name: Martin Rowland
Title: Financial Officer
Address: 2720 Gateway Oaks, Suites 250
Sacramento, CA 95833
Telephone: (916) 239-4020, ext. 250
Facsimile: (916) 239-4021
E-Mail Address:

Notices to Contractor shall be sent to the following:

Name: John Hedderson, Ph. D.
Title: Principal Investigator
Address: 2720 Gateway Oaks, Suites 250
Sacramento, CA 95833
Telephone: (916) 239-4020, ext. 237
Facsimile: (916) 239-4021
E-Mail Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

 - G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
-

**CONTRACT FOR
DEMOGRAPHIC SERVICES
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.
Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
DEMOGRAPHIC SERVICES
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.
Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
-

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CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
 - B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.
-

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CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT K

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EXHIBIT L

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

EXHIBIT M

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____ Signature of County Representative	_____ Date
---	---------------

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS:_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT N

COUNTY'S RFP

INCORPORATED BY REFERENCE

EXHIBIT O

CONTRACTOR'S PROPOSAL

INCORPORATED BY REFERENCE

EXHIBIT P

HEALTH AND HUMAN SERVICES PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy — in isolation — can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also

established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door:” wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction

evaluation, and revenue maximization.

- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team — staff and volunteers — will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information

- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.